CITY OF FALLS CHURCH

REQUEST FOR PROPOSAL (RFP)

October 6, 2009

RFP NUMBER: **RFP No. 1001-10-WSC**

RFP SUBJECT: **WINTER BREAK AND SPRING BREAK CAMP PROGRAMS**

PROPOSALS SHOULD BE SUBMITTED TO: Purchasing Office / City Of Falls Church
300 Park Avenue, Rm 300 East
Falls Church, Virginia 22046
(703) 248-5007

All inquiries should be made in writing and forwarded to Faye Smith, Purchasing Manager, via email to fsmith@fallschurchva.gov with copy to amaltese@fallschurchva.gov by no later than five (5) business days prior to the RFP due date.

SEALED PROPOSALS DUE DATE AND TIME: **October 26, 2009 11:00 a.m.** Prevailing local time

Proposals are to be presented for time and date validation **ONLY to the City of Falls Church Purchasing Office**.

All questions must be received in writing by no later four (4) business days before Proposal Due Date.

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THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

LEGAL NAME & ADDRESS OF FIRM:

_____

_____

SWaM CERTIFICATION/Commonwealth of Virginia:

_____
(Indicate Small, Woman and/or Minority Owned Business or NA) See General Terms and Conditions; Section 74

_____ EEI/FIN NO:_____

SIGNATURE:_____ TITLE:_____

Printed Name :_____

TELEPHONE NO:_____ EMAIL ADDRESS: _____

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request. Call 703 248-5007, (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 1001-10-WSC
WINTER BREAK AND SPRING BREAK CAMP PROGRAMS

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I. GENERAL

A. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church ("City") website: **www.fallschurchva.gov**. The **Open Bids** link is listed under the **Purchasing & Procurement** link in the Popular Topics Section on the home page.

B. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within (3) days before the closing of the RFP. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP**.

C. All addenda must be signed and submitted with your proposal.

D. Any questions pertaining to this solicitation must be in writing and shall be directed only to:

Faye Smith, Purchasing Manager
The City of Falls Church
300 Park Ave, Falls Church, VA 22046
fsmith@fallschurchva.gov / Phone: 703.248.5007
with a copy to amaltese@fallschurchva.gov

E. Direct contract with any City Department other than Purchasing, on the subject of this RFP is expressly forbidden except with the foreknowledge and permission of the Purchasing Manger or his/her designee. Failure to comply with this directive may result in disqualification of the offeror.

F. All questions must be submitted in writing and received by no later than four (4) business days prior to the RFP closing date.

G. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All qualified offerors are encouraged to submit proposals. The City of Falls Church reserves the right to reject any or all proposals submitted, to withdraw or re-advertise this RFP. This is a request for proposal and is in no way to be misconstrued as a commitment to purchase on the part of the City.

H. The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability call 703 248-5007, (TTY 711).

II. PURPOSE AND BACKGROUND

A. The purpose of this Request for Proposal is to enter into a contract with qualified firms for the provision of Winter Break and Spring Break Specialty Camps. The City is also seeking a qualified firm to provide Extended Care as may be required for all campers for each Camp session.

B. The Specialty Camps and Extended Care will be for youth ranging from five to fifteen years of age.

C. The schedule and list of camps detailed in the Scope of Work below include suggested dates/times for camps.

D. **Prospective contractors should not feel restricted to offer only these dates/times. Prospective contractors should also not feel restricted to offer only those types of camps listed**. The City is open to new camp ideas.

E. The Falls Church Community Center is located at 223 Little Falls St., Falls Church, VA.

III. SCOPE OF WORK/REQUIREMENTS

The information below describes the minimum requirements and standards of the services to be provided.

This proposal is for Specialty Camps and an Extended Care Program. For purposed of this RFP, the Extended Care Program, shall be considered as a camp.

A. Proposed Camp Schedule:

Camps, other than the Extended Care Program, should take place from 9:00am to 3:00pm, with a lunch break provided.

Winter Break Camp:

December 28 - 31, 2009 9:00am-3:00pm
Falls Church Community Center

Spring Break Camps

Session 1: March 29- April 2, 2010 9:00am-3:00pm
Falls Church Community Center

March 29- April 2, 2010 9:00am-3:00pm
Offsite

Session 2: April 5- April 9, 2010 9:00am-3:00pm
Offsite

B. Extended Care Program:

The City of Falls Church is seeking proposals from qualified firms for the provision of extended care to campers. The City intends to contract with one (1) firm to provide the service for the session. The contractor would be responsible for all campers participating in the City's various camps.

Extended care hours shall be 7am to 9am and 3pm to 6pm for all camp days as listed in the Proposed Camp Schedule above. On Thursday, December 31, extended care hours shall be 7am to 9am and 3pm to 5pm.

C. Proposed Camps

The list and general description of the types of Camps the City seeks is identified below. Contractors are encouraged to offer new camp ideas.

1. **Art/Science/Nature Camp**
2. **Co-Ed Basketball Camp**
3. **Excursion Adventure Camp**
   Campers visit different destinations daily and participate in outdoor activities. Locations will be pre-arranged. The City will provide transportation to and from locations.
4. **Golf Camp**
   The City will provide transportation to and from golf site.
5. **Horseback Riding Camp**
   The City will provide transportation to and from riding site.
6. **Multi-Sports Camp**
7. **Theatre**
8. **Modeling**
9. **Dance**
10. **Toddler Camp**
    Activities should include arts & crafts, special events, games and outdoor activities.
11. **Extended Care**
    See paragraph B above
12. **OTHERS as proposed by Offeror**

D. Staffing Requirements

1. The Program Director shall possess extensive experience in the development, organization and direction of a youth sports/educational program, and shall be of sufficient maturity and stability in the opinion of the City to properly supervise the program. The Program Director must be on site during the camp's hours of operation.
2. Staff must have significant training and experience in the specific sport or educational program. Significant experience in comparable activities working with youth groups is also highly desirable.
3. Staff members shall be at least 16 years of age. All members of the instructional staff who have the responsibility of instructing, facilitating or operating a camp or extended care program must be 18 or older as well as be listed in the offeror(s) proposal. If a staff member under the age of 18 is instructing, facilitating or operating one or more of the program sessions then an adult staff member shall be present at the site of the activity with the under aged staff member for the duration of the program session
4. Contractors must have in place an organized and comprehensive procedure for the screening, selection and assignment of their staff members. Contractors must provide with their proposal a descriptive listing of the experience and education of staff members to be assigned to the program. The City of Falls Church reserves the right to reject proposed staff members assigned during the contract term, or require the immediate removal of staff members previously approved, who, in the sole opinion of the City, do not meet the City's criteria for the assignment.
5. The contractor will submit a Criminal History Police Check report on each of their staff members. This requirement is made in accordance with title 19.2, section 389, Code of Virginia, and if requested by the department a complete background check for every person who will be working with children.
6. There must be at least one staff member for every ten campers during camp instructional time and extended care hours. The Program Director shall be excluded from the calculation of staff to campers ratio unless the Director will actually be serving as an instructor.
7. Contractors shall provide continuous supervision, in the event of extreme emergency, to participants until City staff decides it is safe to disperse.
8. The Contractor shall be responsible for the honesty, integrity, moral character, and job performance of staff assigned to this contract.
9. All Contractor personnel shall have the ability to effectively communicate in English, orally and in writing.
10. The Contractor shall provide an appropriate number of individuals to perform all tasks, contained in this RFP, to the complete satisfaction of the City.

E. Curriculum (excludes Extended Care)

1. Sports:

The program shall provide for extensive exposure to fundamental skill development of the specific sport. There shall be a varied program of drills, lead-up games and individualized attention to maintain interest and facilitate maximum development.

Strategies of the sport, basic playing rules, equipment and playing conditions inherent to the activity shall be incorporated into the instructional curriculum and treated as an integral component of the camp.

Multiple and varied competitive opportunities shall be available for all campers in a manner most appropriate for the skill and development level of the individual camper.

Important safety guidelines in terms of equipment, rules and participation should be stressed in the initial instruction and through out the entire program.

Supervised access to rest room facilities and water will be made available at all times during the camp program.

If movies or videos are part of the instructional program, they must be approved by the City prior to their showing.

2. Educational:

The program shall provide for extensive exposure to the fundamental skill development of the specific area. There shall be a varied program of activities and individualized attention to maintain interest and facilitate maximum development. Additionally, the camp should culminate in a final project or activity, such as a play, performance, movie, artwork, etc.

Important safety guidelines should be stressed in the initial instruction and through out the entire program.

Supervised access to rest room facilities and water will be made available at all times during the camp program.

If movies or videos are part of the instructional program, they must be approved by the City prior to their showing.

F. Evaluation

At the completion of each specialty camp an evaluation form, designed by the contractor and approved by the City, is to be completed by the camp staff and given to each participant to provide the camp with specific goals for improvement in the particular sport.

Each camper is also to be given an evaluation form at the conclusion of the camp so that they might evaluate the camp.

G. Participant Fees

The Contractor shall submit in their proposal a schedule of fees for each proposed camp. The fees shall be inclusive of all materials, supplies and equipment for the camp and campers.

Contract should specify on the Price Schedule, the Fee to be charged per camper as well as the percentage of the fee to be paid to the Contractor. The City generally anticipates paying Contractor a maximum of 75% of the camper fees.

H. Payment to the Contractor

Payment will be issued to the Contractor upon final completion of the camp and enrollment numbers have been verified. Contractors must submit an invoice reflecting the name of the camp, contractor's address, number of verified participants, cost for the week, and total amount owed.

I. Refund Policy

Contractors shall to adhere to the City's Camp Refund Policy (see Exhibit A "Camp Refund Policy"). Any proposed exceptions to this policy shall be submitted in writing with the proposal for the City's consideration and final decision.

J. Registration

Promotional flyers and registration forms will be printed by the Recreation & Parks Department. Camp information and registration will also be placed on the City's Website. The City's Recreation and Parks Department staff will accept and process all registrations.

Camper registration will take place by telephone, internet and in-person at the Falls Church Community Center. All payments will be made to the City.

K. Facilities

The facilities listed in the RFP are subject to change, based on availability.

L. Contractor Responsibilities

1. Camps will be required to have campers sign in and out daily. The signed sheets should be submitted weekly to the City representative.

   The contractor shall be responsible for assuring that all campers have been picked up by a parent, individuals designated by the parents, guardian or staff from the City Recreation and Parks department prior to departure from the camp each day. If any problem arises concerning pick up of campers by parents or designated driver, the contractor will contact the Recreation Department staff immediately.

2. The selling of food, beverages and candy must be approved in advance in writing.

3. The contractor will provide each camper with a T-shirt or some other item approved in advance by the Recreation and Parks Department. The Contract shall submit all designs in advance for City approval well in advance of the start of Camp. The Extended Care program is excluded from this requirement.

4. The contractor is responsible for cleaning up all trash left by the campers and staff, and placing the trash and recyclables in appropriate receptacles provided by the City.

5. The contractor will be responsible for repair or replacement of any equipment belonging to the City or the City Schools, which is damaged, destroyed or broken by any of the campers or staff. The contractor will be required to assume full replacement responsibility for any City or City School property, issued to the Contractor for use in the camp that is stolen or lost.

6. Contractor shall provide (or have ability to provide) all equipment necessary to conduct the camp.

7. The contractor shall comply with the provisions of the American with Disabilities Act of 1990 which prohibits the discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

8. The contractor is responsible for providing a certificate of insurance that provides coverage for bodily injury and property damage in the amount of one million dollars ($1,000,000.00) per occurrence.

9. See Attachment 5 “Camp Guidelines” for other information and/or requirements.

M. Qualification Requirements/Responsibilities:

1. Provide participants with a well-organized, fun-filled instruction and the opportunity to develop skills and/or maintain proficiency in the camp’s focus.

2. Create an environment of thinking and acting safely at all times by cultivating cooperation, encouragement, teamwork and fairness among participants.

3. Show kindness and patience toward every participant.

4. Give positive encouragement and feedback to every participant.

5. Inform parents or legal guardians about behavioral problem if and when they arise. Develop a plan of action on how to work calmly, patiently and attentively with the parents and student to resolve the issue.

6. Provide a safe environment at all times for all participants and staff.

7. At least one First Aid and CPR certified member of the Contractor's staff must be readily available and accessible during Camp activity.

N. <u>Support Provided To The Contractor:</u>

The City will provide the following support to the successful offeror(s):

1. Advertise the programs in the City's publications, where applicable.
2. Conduct registration of participants, collect fees, process refunds, and process vendor invoices and payments.
3. Except as otherwise specified or negotiated, shall provide indoor and/or outdoor facilities for Camps at the City's recreation Center. Additional space for specialized programming or inclement weather can be negotiated and may be at the expense of the successful offeror(s).
4. Should maintenance be required at the City facility in which a program(s) is to be held or is currently in progress, the City reserves the right to relocate the program(s) to an alternate City facility, or upon agreement to other off site location. Should the relocation result in postponement or cancellation of some, most or all of the scheduled program(s) then the City will refund the participants monies or, upon agreement, reschedule the remaining portions of the program as appropriate. The City shall not be held responsible for any loss in contractor's income or wages due to emergency repairs, inclement weather cancellations and/or any unforeseen circumstances that require closure of City facilities.
5. The storage of any equipment, supplies, materials, storage units, personal property and tools are the sole responsibility of the successful offeror. Any on-site storage privileges may be negotiated and are at the discretion of City staff. The City shall not be held responsible for any costs of successful offeror's property in storage due to loss, damage, theft, facility maintenance, location of the stored property, vandalism, force majeure and/or any unforeseen circumstances.

IV. COMMUNICATIONS

The City will designate a Project Manager as the City authorized authority for all work performed under any contract resulting from this solicitation. The Project Manager shall coordinate the work and be the primary contact for communications regarding the services to be provided unless otherwise provided herein.

IV. PRE-PROPOSAL MEETING

NA

V. CONTRACT PERIOD AND RENEWAL OPTIONS

A. The proposed contract shall cover the period from date of award through a one (1) year period.

B. Contracts may be renewed upon the same unit pricing, terms, and conditions at the expiration of its initial term for a maximum of two (2) one- year renewal periods by mutual written agreement between the parties, except as otherwise provided herein.

Notice of intent to renew will be given to the Contractor in writing by the City, normally ninety (90) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City to a contract renewal.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

The City's obligation under multiyear contracts is contingent upon actual funding approval and appropriation for such contracts in succeeding years as may be granted by the appropriate City authority. If funds are not appropriated or otherwise made available to support continuation of the performance of this agreement in a subsequent fiscal year, then this

agreement shall be canceled and the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

VI. PRICES AND PRICE ADJUSTMENT

A. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Manager. Upon receipt of the Contractor's request, the City shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

B. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.), and (4) verification that the requested price increase is general in scope and not applicable just to the City

C. The proposed adjustment shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period of each Contract Year. .

D. Upon receipt of a request for a price increase, the City shall make a determination whether or not to approve or adjust the requested price increase based upon its investigations and the information provided. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.

E. Price reductions may be initiated by the contractor at any time and shall be effective immediately.

VII. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

A. Unless otherwise specified, any quantities detailed in this solicitation are estimates only, and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity of services that will be ordered or may be required to meet the specifications or requirements in the Scope of Work since the actual volume will depend upon requirements that develop during the contract period.

B. The City reserves to right to add, delete or change service types, site locations and/or service frequency dependent upon requirements that may develop during the contract period.

VIII. PROPOSAL PREPARATION

A. General

1. Failure to submit a bid/proposal accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the bid/proposal. Proposals must be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Manager requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context. Each copy of the proposal should be bound in a single volume.

2. Proposals will be received at the specified closing date and time but will not be opened nor read aloud to the public.

3. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a bid/proposal should be considered as non-responsive.

B. Specific Requirements

1. Proposals should be as thorough and detailed as possible so that the Selection Committee may properly evaluate the offeror's capabilities to provide the required product/service.
2. Unnecessarily elaborate proposals, brochures of other presentations, expensive paper, bindings, visual and other presentation aids beyond that sufficient to present a complete and effective proposal are neither required nor desired. The City encourages Offerors to use recycled paper, wherever possible.
3. Offerors are required to submit the following as a complete proposal:
   a. RFP cover page, signed and completed as required. Include name, telephone number and email address of person to contact regarding proposal questions or issues if different from that on RFP Cover page.

      The Offer's signature on the RFP cover page certifies that
      1) the proposal, as submitted, complies with all Terms and Conditions as set forth in the referenced RFP unless otherwise detailed in the "Exceptions" section of the proposal.
      2) in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
      3) the offeror (including any partner, associate, or subcontractor associated with the provision of goods/services under this RFP) is not currently suspended, debarred or otherwise excluded from conducting business by the Commonwealth of Virginia or any political subdivision from submitting proposals on contracts for the type of products/services covered by this solicitation, nor is offeror (partner, associate or subcontractor) an agent of any person or entity that is currently so debarred, suspended or excluded.

   b. Proposal / Functional Requirements to include (For EACH Camp proposed):
      1) Experience level of staff and personnel; other similar projects or engagements; training and experience in the specific sport or educational program; Experience in working with youth groups (professional and/or recreational); certifications, awards, standards of excellence, etc.; behavior management policy for youth, length of time your firm been in business.
      2) The minimum, optimum and maximum number of participants for each camp shall be included in the contractor's proposal along with applicable age range(s).
      3) Number of consecutive days each camp will run per session. Note: Extended Care Program must run for the entire session(s).
      4) The amount and type of space desired (i.e. gyms, rooms) should be included in proposal. The final decision on how much and what space made available will be determined solely by the City

5) Contractors must provide in the proposal a curriculum of clearly defined goals and objectives for each camp proposed in the psychomotor (physical), cognitive (intellectual) and affective (social) domains. These goals and objectives shall be consistent with the instructional content of the camp. Describe methods of instruction. If method of instruction varies for age groups or persons with physical or developmental disabilities, describe.

6) Include an inclement weather plan for any proposed outdoor programs.

7) List/Describe equipment/material that is included and will be given to participants as part of the total Student Fee.

c. Detailed Cost Proposal for each Camp proposed including any options. – See Attachment 1

d. References/Prior Experience with the City - Provide a minimum of three commercial or governmental (3) references (other than the City) who could attest to the Offeror's past performance to provide product/services similar to those required for the contract. The list should include company or public body name, contact persons, telephone numbers and email addresses. See Attachment 2.

In addition, submit details of any prior experience with programs, camps and/or classes provided to the City within the past three (3) years.

Offeror may also attach any recommendations and/or evaluations from current or previous clients and/or students/parents of students that demonstrate success with similar programs.

e. Exceptions: The offeror shall identify (by Section Number) any specific sections or issues and elaborate on any exceptions and proposed resolution(s) to any and all technical, functional, cost, or other issues and/or terms and conditions (including Special & General Terms & Conditions) herein in a subsection labeled "Exceptions".

IX. PROPOSAL SUBMISSION REQUIREMENTS

A. In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the City's Purchasing Office as detailed below. No other distribution of proposals shall be made by the offeror.

B. Offerors are cautioned not to contact members of the Parks and Recreation Department or other City staff regarding this solicitation. The City will not consider information other than the materials provided via duly submitted proposals for initial evaluation purposes. If a City Staff member is approached by a potential offeror or others who may have a material interest in this procurement, it will be immediately reported to the City of Falls Church Purchasing Manager.

C. Proposals shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the RFP number (RFP# 1001-10-WSC) and RFP title (Winter and Spring Break Camps), and the date/time proposals are scheduled to be received. Proposals are to be submitted by mail, courier or delivered in person ONLY to:

Attn: Purchasing Manager
City Of Falls Church
300 Park Avenue, Rm 300 E, 3rd Floor, East Wing
Falls Church, Virginia 22046 / (703) 248-5007

D. The City Purchasing Office is open for the receipt of proposal from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.

E. Any proposal received after the proposal due date and time as detailed on the first page of this solicitation whether by mail or otherwise, will be returned unopened if there is an address on

the outside of the envelope. The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

F. If the City declares administrative or liberal leave, scheduled receipt of proposals will be extended to the next business day after which administrative or liberal leave has been canceled.

G. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.

H. All questions regarding this solicitation must be in writing and received by no later than four (4) business days prior to the RFP closing date. No inquiries, if received by the Purchasing Manager in less than four (4) business days of the date set for the opening of proposals, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Manager, will be expressed in the form of an addendum which will be sent to all prospective offerors and/or posted on the City's website (www.fallschurchva.gov) no later than three (3) days before the date set for receipt of proposals. Oral answers will not be authoritative.

I. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP**.

J. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the proposal will not relieve the offeror. When an error is made in extending total prices, the unit price will govern. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the offeror will be required to perform if its proposal is accepted.

K. By submitting a proposal in response to this Request for Proposal, the offeror represents it has read and understands the Scope of Work, Specific Provisions, General Terms and Conditions any other attachments hereto and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

L. The failure or omission of any offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, if applicable, shall in no way relieve any offeror from any obligations with respect to its proposal or to the contract.

M. Trade secrets or proprietary information submitted by an offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia)**.

N. The offeror agrees that proposals will remain firm for a minimum period of ninety (90) calendar days after the date specified for receipt of the RFP.

O. The City has the indisputable right to cancel the RFP and/or stop the RFP without giving any justification and/or accept or reject any proposal, or part of any proposal.

P. .Conditional proposals are subject to rejection in whole or in part.

Q. Under no circumstances shall an offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.

X. BASIS OF AWARD

A. The awards, if made, will be made to the responsible offerors whose proposals, conforming to the solicitation, are determined to be the most advantageous, and represent the Best

Value to the City taking into consideration costs, and other factors as set forth in the Section below.

B. The City reserves the right to award the contract(s) in the aggregate, by individual service, or any combination, whichever is in the best interest of the City.

C. A Selection Advisory Committee ("Committee") has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall review and conduct an evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.

D. In the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner when so requested.

E. The City may for each camp classification (i.e. Dance, Excursion Adventure, Golf), engage in individual discussions with two (2) or more firms deemed most fully qualified, responsible and suitable by the Committee on the basis of factors stated in the section entitled "Proposal Evaluation Criteria" with emphasis on professional competence, strength and weaknesses of their narrative statements, response to questions, references, interview presentation and overall competence to provide the required services. Repetitive informal interviews shall be permissible. During such discussions, offerors shall be encouraged to elaborate on their qualifications and performance data or staff qualifications pertinent to the proposed project, as well as alternate concepts.

F. At the conclusion of the informal interviews, on the basis of evaluation factors outlined in this RFP and all information developed in the selection process to this point, the Evaluation Committee, shall select, offerors whose professional qualifications, cost factors and proposed services are deemed most meritorious.

G. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offerors which, in its opinion, have made the best proposal and shall award contracts accordingly.

H. Should the City determine in writing that only one (1) offeror is fully qualified for a particular project, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror without further contact with the other offerors.

I. The City reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

J. Proprietary information from competing offerors shall not be disclosed to the public or to the competitors.

K. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the offeror's proposal as negotiated.

L. The City is using the Competitive Negotiation method (non-professional services) for source selection, per the Virginia Public Procurement Act, for this procurement.

XI. PROPOSAL EVALUATION CRITERIA

A. Selection of the successful offeror(s) will be based upon a "Best Value" evaluation. Best Value means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the City's needs.

B. For evaluation purposes, all evaluation factors, including cost/revenue factors, are relatively equal in importance:

C. The City will review each offeror's Proposal and the minimum criteria to determine the relative Best Value evaluation of each Offeror which factors include:

1. **Attributes of the Camp(s), Contractor, and Staff qualifications** - These factors include features of the camp program(s), experience, technical capabilities, professional competence, qualifications of the offeror and key personnel to be assigned to the project. The overall quality of the proposed program, in terms of goals, objectives, and philosophical approach to development and management of programs being offered; licenses, certifications, awards, standards of excellence, evidence of safety precautions, etc.

2. **Responsiveness and depth of response to the requirements** - A clearly demonstrated understanding of the services to be provided and work to be performed. A demonstrated understanding of the City's needs, including but not limited to, completeness and reasonableness of the offeror's plan for accomplishing the Scope of Work.. Offerors are advised that organization and thoroughness of their responses are critical to the City's evaluation process.

3. **Proposal Presentation** - Proposals should be complete and provide all key information. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context.

4. **Completeness and Reasonableness of Costs** – Proposal should include income potential to the City as well as costs to participants. Consideration of the market value of services, promotes maximum participation of City residents, and demonstrates a breakdown that is fair for the City and the campers. Include itemization and explanation of all fees, costs and charges, including options. Payment terms shall be included in consideration of overall prices. See Attachment 1 "Program Proposal Price Schedule".

5. **References** - The quality of similar work performed for the City and other clients will be a significant consideration in the award of contracts. The Offeror must have performed satisfactorily in previous contracts of similar size and scope; or, otherwise must demonstrated its capability to perform the contract the City seeks to establish through this RFP. Offeror should have favorable references from the City, commercial or other government entities and/or be able to otherwise demonstrate ability to perform services as proposed. See Attachment 2 "References"

D. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete.

XII. SPECIFIC PROVISIONS

Precedence of Terms: In the event that there is a conflict between any specific provision(s) in this section and any specific provision(s) in the General Conditions and Instructions to Bidders/Offers, the Specific Provisions shall apply.

1. Choice Of Law

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court or in the Circuit Court of the County of Arlington, Virginia.

2. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, and orders that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections. The Contractor shall comply with the Code of Virginia and Section 2.2-4300, the Virginia Procurement Act. The Code of Virginia and the Virginia Public Procurement Act are incorporated herein by reference.

3. License Requirement

All firms doing business in the City of Falls Church must be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from this requirement. Questions regarding the BPOL license and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301. Phone: (703) 248-5019; Fax: (703) 248-5212.

4. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia and assures distribution of the necessary receiving reports.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

5. Insurance

a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.

b. The Contractor shall, during the continuance of all work under the contract provide the insurance as detailed below:

    1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less that $100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

    2) Maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the City, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

4) Maintain Environmental Impairment Liability Insurance including sudden and accidental pollution and in transit coverage as well as coverage for storage at site in the limits of $2,000,000 per occurrence/aggregate where appropriate.

5) Maintain Professional Liability Insurance in the amount of $1,000,000 per occurrence/aggregate to cover each individual professional staff where appropriate.

6) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

c. The coverage shall be provided by a carrier(s) companies admitted within the Commonwealth of Virginia, with the A.M. Best's Key Rating of at least A:VI.

d. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

e. During the period of the contract, the City reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

f. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started.

g. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relive the Contractor and all subcontractors of their liabilities provisions of the contract.

h. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that his coverage "is primary to all other coverage the City may possess."

i. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "….. but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

6. Payment Terms

Payment will be made once each month based upon actual services rendered and/or products received. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on vendor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act (1%per month)

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Payment by the City of invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

7. Invoicing

Upon satisfactory delivery of the products and/or completion of the services, all invoices to the City shall reference the applicable Purchase Order number and be submitted to:

City of Falls Church
Attn: Amy Maltese
223 Little Falls St.
Falls Church, Virginia 22046

The prices and payments shall be full compensation for the products, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the products and/or complete the services ordered.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

8. Safety

All contractors and subcontractors performing services for the City are required to comply with OSHA standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

9. Warranties

Contractor represents and warrants that all products will be new, free from defects in material or workmanship and will conform to, comply, function and perform in accordance with the requirements and specifications, and that Contractor will make all necessary adjustments, repairs and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. Unless otherwise specified such adjustments, repairs and replacements will be provided at no additional cost to the City during the applicable warranty term. Contractor further warrants that each product furnished under the contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of Contractor's published literature, descriptions and specifications whether or not such literature, descriptions and specifications are included in or referenced by a Purchase Order or this Agreement.

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

All warranties shall survive inspection, acceptance and payment.

Contractor's and/or manufacturer's warranty shall cover all parts and factory labor.

10. Default

In case of failure to deliver products, to meet specifications, in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

11. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty days (30) written notice; but if any work or service hereunder is in progress, but not completed as of

the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall pay the Contractor a reasonable, equitable adjustment in the contract price for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract for cause, default, or negligence on the part of the Contractor at any time. Termination by the City for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

Applicable multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the appropriate City authority. If necessary funds are not appropriated or otherwise made available to support continuation of the performance of the contract in a subsequent fiscal year, then the contract shall be canceled on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first, and the Contractor shall be reimbursed for the reasonable value of any documented nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

12. Cooperative Procurement

Offerors are advised that the resultant contract(s), except contracts for professional services, may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Section 73 of General Terms and Conditions and Attachment 3 for sample listing of public bodies).

It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

13. Inspection And Acceptance

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. If goods or services do not conform to requirements, in addition to all other rights and remedies City may have, the City may reject the goods or services in full or part. Non-conforming goods may be returned or non-conforming services rejected at the City's option for refund, credit or replacement at Contractor's expense. Goods rejected upon receipt remain the property of Contractor. The City's inspection, or lack of inspection, shall not affect any express or implied warranties, nor shall the City waive any rights to return goods which contain latent defects discovered in the testing of the City's products containing such goods. Nothing in this section affects or limits any of the City's rights or remedies available under the contract.

14. Delays

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designate City Project Manger. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

15. Obligation Of Bidder/Offeror

By submitting a bid/proposal, the Contractor covenants and agrees that he has satisfied itself, from its own investigation of the conditions to be met, that Contractor fully understands bidder's/offeror's obligation and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

16. Debarment Status

By submitting their bid/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bid/proposals on contracts by any agency of the Commonwealth of Virginia.

17. Correspondence

All communications between the parties relating to material contractual issues shall be through the Purchasing Manager and must be in writing to be deemed binding.

18. Work Site Damages

Any damage to property, whether owned by the City or others, resulting from work performed under this contract, shall be repaired or replaced to the City's satisfaction at the Contractor's expense. Contractor shall immediately notify City of any such damages.

19. Data Sources

The City will provide the Contractor with all necessary and available data possessed by the City that relates to the contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating City data.

20. Additions/Deletions:

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The City and the Contractor will mutually agree to prices for items/services to be added to the contract and/or reduction in overall costs for items/services deleted. Contract amendments will be issued for all additions or deletions.

21. Changes

The City may, at any time, by written order, require changes in the products to be provided or services to be performed by the Contractor. If such changes cause an increase or decrease

in the Contractor's cost of, or time required for performance of any services or provision of products under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The City must approve all work that is beyond the scope of this solicitation. Actual projects/tasks will be ordered in writing by the City, unless for an emergency situation, the Contractor may not begin work on projects until such time as a written authorization and approval of the funding for the project is made.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

22. Dispute Resolution

Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Disputes by Contractor with respect to the contract which are not otherwise disposed of by mutual agreement shall be submitted in writing and forwarded to the City Purchasing Manager. The Contractor's dispute shall detail all pertinent facts of the dispute and the desired outcome.

Such dispute shall be considered and decided in the first instance by the City's Purchasing Manager, whose decision shall be reduced to writing and forwarded to the Contractor within twenty (20) days of receipt of such written dispute. The decision of the Purchasing Manager shall be final and binding unless within twenty (20) days from the date of such decision, the Contractor forwards a written appeal addressed to the City Manager with copy to the Purchasing Manager. Within twenty (20) days of receipt of such written appeal, the City Manager shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the City Manager shall be final and binding unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Pending a final determination of a properly appealed decision of the Purchasing Manager, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

23. Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the City of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

24. News Release/Publicity By Contractors

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Manager for review and consideration of approval.

25. Relationship Of Parties

In providing any goods or services under any resulting contract, the Contractor is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the solicitation or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

26. Americans With Disabilities Act Requirements

The City is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. Your acceptance of any contract resulting from this solicitation acknowledges your commitment and compliance with ADA.

27. Provisions Required By Law Deemed Inserted

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

XIII. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERS

A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City of Falls Church, unless otherwise specified. Bidders/Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/offerors; failure to do so will be at the bidder's/offeror's own risk and relief cannot be secured on the plea of error.

B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/proposals on all solicitations issued by the City will bind bidders/offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Bidder/Offeror" and the Specific Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.

1. DEFINITIONS: The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:

   a. BEST VALUE: As predetermined in the Request for Proposal, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

   b. BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation (Invitation for Bid).

   c. BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Manager and offering to enter into contracts with the City. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

   d. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.

   e. CITY: City of Falls Church.

   f. DAY: Unless otherwise specified "day" or "days" shall mean calendar days

g. GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

h. INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

i. INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the City. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

j. OPEN MARKET PROCUREMENT: A method of competitive solicitation for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

k. PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a).

l. PROPOSAL: The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A Proposal is subject to scope and price negotiation.

m. PURCHASING MANAGER: The Purchasing Manager employed by the City of Falls Church, Virginia.

n. REQUEST FOR PROPOSAL (RFP): A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

o. RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference Section 22 “AWARD OR REJECTION OF BIDS/OFFERS” below).

p. RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid/offor which conforms in all material respects to the Invitation For Bid or Request For Proposal. (Reference Section 22 “AWARD OR REJECTION OF BIDS/OFFERS” below).

q. SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

r. SOLICITATION: Depending upon the context – (1) an RFP or IFB or (2) the process of notifying prospective bidders/offerors that the City wishes to receive bids/proposal on a set of requirements to provide goods or services.

s. STATE: Commonwealth of Virginia.

CONDITIONS OF SOLICITATION RESPONSE (BID OR PROPOSAL)

2. FORMS - Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, including the Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope. Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

3. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder.

4. WITHDRAWAL OF BIDS-
   a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or

material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Manager of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

   1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the Purchasing Manager in writing.
   2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Purchasing Manager, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the City may exercise its right of collection.

c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If the City denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

5. ACCEPTANCE OF BIDS/PROPOSALS - BINDING 90 DAYS - Unless otherwise specified, all bids or proposals submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.

6. BID OPENING - All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph in this section entitled “Virginia Freedom of Information Act”.

7. PROPOSAL OPENING – The City is not obligated to open proposals in public. If the City elects to do so, only the names of the Offerors submitting proposals will be read aloud. All proposals received in response to a Request for Proposal (RFP) made available for inspection as provided in paragraph in this section entitled “Virginia Freedom of Information Act”.

8. LATE BIDS/PROPOSALS: LATE bids/proposals will be returned to bidder/offeror UNOPENED if the IFB/RFP number and return address is shown on the envelope.

9. CONDITIONAL BIDS - Conditional bids are subject to rejection by the City in whole or in part.

10. BIDS FOR ALL OR PART - Unless otherwise specified in the solicitation, the City reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the City. A bidder may restrict his/her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total

price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

11. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Manager at least five (5) business days prior to the date set for the opening of bids. If necessary, the Purchasing Manager will send a written addendum for clarification to all bidders no later than three (3) business days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

12. BIDDER/OFFEROR INTERESTED IN MORE THAN ONE SOLICITATION - If more than one bid or proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

13. TAX EXEMPTION: The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Certificated furnished upon request. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

14. SUBSTITUTIONS: No substitutions or cancellations permitted without prior written approval by the Purchasing Manager.

15. CONDITION OF COMMODITIES: All items bid/proposed shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.

16. PROHIBITION AGAINST UNIFORM PRICING - The City shall encourages open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a solicitation response each bidder/offeror shall, by virtue of submitting a bid/proposal, guarantee that he or she has not been a party with other bidders/offerors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

17. PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING: No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

18. SAMPLES: Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with the bidder's name and address, City's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

SPECIFICATIONS

19. BRAND NAME OR EQUIVALENT ITEMS - Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

20. FORMAL SPECIFICATIONS - When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

22. AWARD OR REJECTION OF BIDS/OFFERS:
    a. The City shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the City to accept it.
    b. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP.
    c. In determining the responsibility of a bidder or offeror, a number of factors, including but not limited to the following factors will be considered. The bidder/offeror should:
        1) be a regular dealer, supplier, or contractor, or when required in the solicitation an authorized dealer, of the goods or services offered;
        2) have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
        3) have a satisfactory record of performance;
        4) have a satisfactory record of integrity; and,
        5) have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or Contract.
    d. To be considered for an award, a bid or offer must comply in all material respects with the RFP or IFB. Responsiveness relates to compliance with the provisions of the solicitation, including specifications and terms and conditions. Failure to comply with the requirements set forth in the RFP or IFB may result in a proposal being declared nonresponsive, (e.g., failure to sign a proposal or bid, failure to return the required RFP or IFB documents, etc.) Such other information as may be secured by the City having a bearing on the decision to award the contract.
    e. The City reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/offers and to waive any informality in bids/offers received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of City.
    f. The City also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.
    g. All awards for good and services over $100,000 and professional services over $60,000 are contingent upon City Council approval.
    h. The City has the indisputable right to
        1) accept or reject any bid/proposal, or part of any proposal,
        2) to cancel any solicitation, and/or
        3) stop any solicitation.

23. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS - A written award notice (or Acceptance Agreement, contract, or Purchase Order) mailed (or otherwise furnished) to the successful bidder/offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. City Solicitation Forms and other documents which may be incorporated by reference, if applicable,
b. General Conditions and Instructions to Bidders,
c. Specific or Special Provisions and Specifications,
d. Pricing Schedule,
e. Any Addenda/Amendments/Memoranda of Negotiations

24. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the City has a right award the contract to the resident City of Falls Church tie bidder whose firm has its principal place of business in the City, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the City may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the City to make award to one or more such bidders shall be final.

25. PROMPT PAYMENT DISCOUNT - In connection with any discount offered, time will be computed from the date of delivery of the services or supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the City, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

26. INSPECTION - ACCEPTANCE - Inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

27. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS - It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the City. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Manager immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

28. FUNDING-A contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.

CONTRACT PROVISIONS

29. ANTI-TRUST: By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract. Consistent and continued tie bidding could cause rejection of bids by the City and/or investigation for Anti-Trust violations.

30. INDEMNIFICATION-Contractor shall indemnify, keep and hold harmless the City, its agents, officials, and employees against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the City in consequence of the granting of a contract or which may otherwise result therefrom including the use of any materials, goods or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the City or to failure of the City to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.

31. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the City.

32. ANTI-DISCRIMINATION: By submitting their bids/proposals all bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:
In every contract over $10,000.00 the provisions in "a" and "b" below apply:

a. During the performance of this contract, the contractor agrees as follows:
   1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
   3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

33. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the City.

    By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

34. CRIMINAL SANCTIONS: The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

35. FORCE MAJEURE: Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

36. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

37. USE OF INFORMATION: Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Manager, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.

38. RECORD RETENTION/AUDITS: The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks;

deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.

39. BANKRUPTCY: If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Contractor otherwise defaults, then the City may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.

40. SUBCONTRACTING: If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us/; the Virginia Department of Minority Business Enterprise http:/www.dmbe.state.va.us; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor s status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

    The Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

41. PAYMENTS TO SUBCONTRACTORS: Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either:
    a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
    b. Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

    The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

    Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

    The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

42. TIME OF THE ESSENCE: - Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will

within ten (10) days of any general price reduction notify the Purchasing Manager of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.

The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Manager within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Manager was notified of any such reduction.

44. QUALITY: - All products, parts, materials, assemblies, etc. shall be new, not refurbished, and free of cosmetic defects. Proposed products shall meet or exceed industry standards for quality and reliability. Product design and construction must be consistent with current best industry or engineering practices.

    All services shall be performed in a first class workmanlike manner in accordance with current industry standards.

    All products and services shall meet the current applicable state and federal rules and guidelines.

45. KEY PERSONNEL - Any personnel named in the bid/offer details will remain responsible for performance of the described task(s) throughout the period of any contract resulting from the solicitation. No diversion or replacement may be made without advance written notice to the Purchasing Manager and submission of a resume of the proposed replacement for review and approval by the City.

46. REPORTS - The Contractor must submit status reports as requested appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.

47. AUTHORIZED DEALER/DISTRIBUTOR RESPONSIBILITIES - The Contractor, as the manufacturer or an authorized dealer/distributor of the products specified in the solicitation, hereby transfers all rights, including software rights, licenses and documentation to the City upon product acceptance.

48. OWNERSHIP OF MATERIAL - Ownership of all data, materials and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

SHIPPING/DELIVERY PROVISIONS

49. SHIPPING - Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.

50. RESPONSIBILITY FOR SUPPLIES TENDERED - Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

51. INSPECTIONS -Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the City will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

52. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Manager or designee when not in conflict with the bid. The decision of the Purchasing Manager or designee as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Manager or designee, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by

the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

53. POINT OF DESTINATION-All materials shipped to the City must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

54. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

55. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the City unless otherwise specified by bidder.

56. REPLACEMENT-Materials or components that have been rejected by the City, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the City.

57. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
    a. The Purchase Order Number,
    b. The Name of the Article and Stock Number (Supplier's),
    c The Quantity Ordered,
    d. The Quantity Shipped,
    e. The Quantity Back Ordered,
    f. The Name of the Contractor.

    Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

58. PROTEST OF AWARD OR DECISION TO AWARD:
    a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Manager, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection then the time within which the protest must be submitted shall expire ten (10) days after those records are available for inspection by such bidder or offeror, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible offeror. The written protest shall include the basis for the protest, and the relief sought. The Purchasing Manager shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

    b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Manager shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the City. Where the award has been made and performance has begun, the Purchasing Manager may declare the Contract void upon a finding that this action is in the best interests of the City. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

59. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

60. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular City contract shall be notified in writing by the Purchasing Manager. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the City was arbitrary or capricious and the award for the particular City contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the City contract in question. Where the award has been made and performance has begun, the City may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

GENERAL

61. LEGAL ACTION: No bidder/offeror, potential bidder/offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.

62. RIGHTS OF THE CITY: The City reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the City.

63. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods, and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the bidder's/offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bid/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

64. DELIVERY/SERVICE FAILURES: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the Purchasing Manager, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the City reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

65. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Manager before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

66. GENERAL GUARANTY: The Contractor agrees to:
    a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
    b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.
    e. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.
67. SERVICE CONTRACT GUARANTY: The Contractor agrees to:
    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
    c. Render all work and services in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
    d. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the offeror for any services not rendered in strict conformity with the contract.
    e. Stipulate that the presence of a City inspector shall not lessen the obligation of the offeror for performance in accordance with the contract requirements, or be deemed a defense on the part of the offeror for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Manager.
68. OFFICIALS NOT TO BENEFIT-
    a. Each bidder/offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
    b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
    c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation/Request for Proposal Number should be referenced in the disclosure.
69. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

70. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

71. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
    a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
    b. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
    c. Trade secrets or proprietary information submitted by a offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the offeror or subcontractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

    Nothing contained in this section shall be construed to require the City, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the City.

72. INELIGIBILITY:
    a. Any person or firm suspended or debarred from participation in City procurement shall be notified in writing by the Purchasing Manager.

    The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

    The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

    b. The Purchasing Manager shall have the authority to suspend or debar a person or firm from offering a proposal/bid on any contract for the causes stated below:
        1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
        2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
        3) Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
        4) Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Manager to be so serious as to justify suspension or debarment action:

            (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or,
            (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory

performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;

5) Any other cause the Purchasing Manager determines to be so serious and compelling as to affect responsibility as an bidder/offeror, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6) The offeror/bidder has abandoned performance or been terminated for default on any other City project;

7) The offeror/bidder is in default on any surety bond or written guarantee on which the City is an obligee.

c. If, upon appeal, it is determined that the action taken by the Purchasing Manager was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

73. COOPERATIVE PROCUREMENT: As authorized in Section 2.2-4304 of the Code of Virginia this procurement may being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor. If so determined for the solicitation, a Cooperative Procurement form/attachment will be included with the RFP or IFB for completion and return with the bid or offer. Solicitations for Professional Services as defined by the Virgina Public Procurement Act are excluded.

74. SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWAM):

a. The City encourages Small, Woman and Minority–owned business to participate in business opportunities with the City. In order to qualify as a Small, Woman and Minority-owned (SWAM) business your business must be certified by the Virginia Department of Minority Business Enterprise.

b. In connection with the performance of this contract, the City also encourages contractors to use their best effort to insure that SWaM businesses have the maximum practicable opportunity to compete for subcontract work consistent with the efficient performance of this contract.

c. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

d. Contact the Virginia Department of Minority Business Enterprise for more information regarding certification and certified businesses: http://www.dmbe.virginia.gov/

75. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

XIV. ATTACHMENTS

Attachment 1	**Program Proposal Price Schedule**
Attachment 2	**References**
Attachment 3	**Cooperative Procurement List**
Attachment 4	**Refund Policy**
Attachment 5	**Camp Guidelines**

ATTACHMENTS 1, 2, & 3 TO BE COMPLETED AND RETURNED WITH PROPOSAL

ATTACHMENT 1 – PROGRAM PROPOSAL PRICE SCHEDULE

COMPLETE A SEPARATE PRICING FORM FOR <u>EACH</u> CAMP BEING OFFERED

FIRM: _____

CAMP TYPE/NAME: _____

Session/Period: Winter Break; Spring Break Session 1; Spring Break Session 2

Circle all that apply.

CAMP PROFILE

1. Number of consecutive days for Camp: ____ Number of Camp cycles/session: ____
2. Number of students per session: _____Minimum _____Maximum
3. Student Profile: From _____ To _____ years of age
4. Space Requirement/Request _____ sq feet

   Type of Space: _____

   Special Requirements: _____

PRICE SCHEDULE

1. Total Student Fee per program session period per student: $_____/Student
2. Percentage of Student Fee to be paid to Contractor. _____%
3. Term Discount: _____% Net _____ Days
4. Options: Explain and include prices.

All fee, charges and costs must be identified along with options on this form.
Add pages as needed.

_____ _____
Authorized Signature Title

_____
Typed/Printed Name

_____ _____
Telephone Number Email Address

By signing this Bid/Proposal, Bidder/Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this solicitation.

Contact for
Contract Negotiation: _____/ Title: _____

Email address: _____ Tele. No._____

ATTACHMENT 2 - REFERENCES

Submit references for contracts/projects similar in scope to the requirements in this solicitation. References should be for current work or projects completed within the last three (3) years.

Has your firm ever traded or done business under another name? If yes, please provide details.

Please Type or Print Legibly.

1. Firm Name: _____

   Contact Name & Title: _____

   Email Address: _____

   Phone number: _____

****

2. Firm Name: _____

   Contact Name & Title: _____

   Email Address: _____

   Phone number: _____

****

3. Firm Name: _____

   Contact Name & Title: _____

   Email Address: _____

   Phone number: _____

****

4. Experience/references with City of Falls Church programs (if any). Include Key City Contract, Name of program(s), Dates, etc.

ATTACHMENT 3 - COOPERATIVE PROCUREMENT LIST

Metropolitan Washington Council of Governments

REFERENCE PARAGRAPH 76 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS," USE OF CONTRACTS BY OTHER PUBLIC BODIES."

A. If authorized by the bidder/offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded contractor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S/OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

You may select those public bodies to whom this contract may be extended, a "blank" will signify a "NO" response:

YES	NO	JURISDICTION
___	___	Alexandria, Virginia
___	___	Alexandria Public Schools
___	___	Alexandria Sanitation Authority
___	___	Arlington County, Virginia
___	___	Arlington County Public Schools
___	___	Bladensburg, Maryland
___	___	Bowie, Maryland
___	___	Charles County Public Schools
___	___	College Park, Maryland
___	___	Culpeper County, Virginia
___	___	District of Columbia
___	___	District of Columbia Courts
___	___	District of Columbia Public Schools
___	___	District of Columbia Water & Sewer Auth.
___	___	Fairfax, Virginia
___	___	Fairfax County, Virginia
___	___	Fairfax County Water Authority
___	___	Falls Church, Virginia
___	___	Fauquier County Schools & Government, VA
___	___	Frederick, Maryland
___	___	Frederick County, Maryland
___	___	Gaithersburg, Maryland
___	___	Greenbelt, Maryland
___	___	Herndon, Virginia
___	___	Leesburg, Virginia
___	___	Loudoun County, Virginia
___	___	Loudoun County Public Schools
___	___	Loudoun County Sanitation Authority
___	___	Manassas, Virginia
___	___	City of Manassas Public Schools
___	___	Manassas Park, Virginia
___	___	Maryland-National Capital Park & Planning Comm.
___	___	Maryland Department of Transportation
___	___	Metropolitan Washington Airports Authority
___	___	Metropolitan Washington Council of Governments
___	___	Montgomery College
___	___	Montgomery County, Maryland
___	___	Montgomery County Public Schools
___	___	Northern Virginia Community College
___	___	OmniRide
___	___	Potomac & Rappahannock Trans. Commission
___	___	Prince George's County, Maryland
___	___	Prince George's Public Schools
___	___	Prince William County, Virginia
___	___	Prince William County Public Schools
___	___	Prince William County Service Authority
___	___	Rockville, Maryland
___	___	Spotsylvania County Schools
___	___	Stafford County, Virginia
___	___	Takoma Park, Maryland
___	___	Upper Occoquan Service Authority
___	___	Vienna, Virginia
___	___	Virginia Railway Express
___	___	Washington Metropolitan Area Transit Authority
___	___	Washington Suburban Sanitary Commission
___	___	Winchester, Virginia
___	___	Winchester Public Schools

_____
Contractor's Company Name

Complete and return this form with your bid/offer. Contract award may not be made without it.

ATTACHMENT 4 – CAMP REFUND POLICY

CAMP REFUND POLICY

The City will provide a full credit or refund for a camp if the camp is cancelled by the City's Recreation and Parks Department ("Department"), or upon request when schedule or location changes made by the Department prohibit or limit an individual's ability to attend a camp. For any reason other than those noted above, a "Request for Refund/Household Credit" form must be completed and submitted to the City at least **two weeks** before the start of camp.

-Requests for a refund made at least two weeks before the start of camp will be granted, less a 20% processing fee.

-Requests for a credit made at least two weeks before the start of camp will be granted, less a 10% processing fee.

-Requests less than two weeks before camp starts will **only** be granted for medical reasons (doctor's note required).

-No refunds or household credits will be given if the request for such is submitted less than 2 weeks before the camp starts, nor after it has ended. This also applies to AM and PM Extended care.

ATTACHMENT 5 - CAMP CONTRACTOR GUIDELINES

Camp Contractor Guidelines
City of Falls Church
Winter 2009 & Spring 2010

The Camp Contractor Guidelines set forth are supplemental to the material provided in the request for proposal and should not be viewed as all inclusive. The purpose of this guideline packet is to clarify our expectations of the contractors we work with and the staff those contractors hire. Please share this information included in this packet with your staff. If you have any questions about material listed in these guidelines, please contact Amy Maltese, Camp Coordinator for the City of Falls Church at (703) 248-5307 or amaltese@fallschurchva.gov.

Pre-camp Information:

-For camps who have not reached minimum enrollment two weeks (14 days) prior to the start of camp, a phone call will be made to camper families informing them about the potential cancellation due to low enrollment.
Each camp must have met its minimum enrollment at least one week (seven days) prior to the first day of camp. Those camps that have not met their minimum enrollment by the cut off date will be cancelled by the department and fees will be returned to campers.

-Our camp refund policy is as follows:
Request for a refund must be submitted at least two weeks before the start of camp. Requests for a refund made two weeks before the camp starts will be granted. Requests less than two weeks before a session begins will only be granted for medical reasons (doctors note required). No refunds or household credits will be given if the request for such is submitted less than 2 weeks before the camp starts, nor after it has ended. This also applies to AM and PM Extended care. The Contractor will not bill the City for any campers granted a refund.
Please be aware that the refund requests take some time to be processed upon receipt. Therefore, if you receive a headcount two weeks prior to the start of camp, that number is subject to change if a refund request has been received but not yet processed. As a result, your numbers are subject to change up to one week before the start date of your camp.

- Contractors are responsible for submitting a Criminal History Police Check report on each of their staff members. This request is made in accordance with title 19.2, section 389, Code of Virginia, and if requested by the department a complete background check for every person who will be working with children.

-**Staff members shall be at least 16 years of age and for co-ed camps, you must have co-ed staff hired.**

-There must be at least one staff member for every ten campers during camp instructional time. The Program Director shall be excluded from the calculation of staff to camper's ratio unless the Director will actually be serving as an instructor.

General Camp Guidelines:

-Campers need to be supervised at all times. Staff should always be able to see and hear campers.

- At the completion of specialized sport camp an evaluation form is to be completed by the camp staff and given to each participant to provide the camper with some goals for improvement.

-Each camper is also to be given an evaluation form at the conclusion of the camp to evaluate the camp. This form will be supplied by the City and the contractor is responsible for distributing the form.

-The Contractor is responsible for cleaning up all trash left by the campers and staff, and placing the trash in receptacles provided by the City. Any cleaning done by the City will have a fee assessed to it and charged to the Contractor.

-The selling of food/beverages must be approved in advance. Contractors are not permitted to sell candy.

-The Contractor will be responsible for repair or replacement of any equipment belonging to the City or the City Schools, which is damaged, destroyed or broken by any of the campers or staff. The Contractor will be required to assume full replacement responsibility for any City or City School property, issued to the Contractor for use in the camp that is stolen or lost.

-Contractors are prohibited from hanging items on walls at city or school district facilities.

-The Contractor will comply with the provisions of the American with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

-**Emergency Contact information forms for each camper will be made available for parents at the time of registration. It is the contractor's responsibility to collect the forms on the first day of camp and ensure that there is one for each child.**

-For camps using the turf field located at George Mason High School: Food, drinks and gum are prohibited on the field. Also, in an effort to prevent excessive wear of the field, please rotate what part of the field you use each day.

-For off-site camps: If the bus is late arriving in the morning, please call the front desk at (703) 248-5077 to notify us. The bus driver is expected to remain on-site with the bus for the duration of the camp. If you encounter any issues with the bus, please contact the front desk.

Extended Care (specific to camps held at city schools):

-Transportation is only provided to/from the Falls Church Community Center **for those campers enrolled in extended care**. Campers should never be in personal staff vehicles.

-MORNING EXTENDED CARE: A staff person from each camp needs to at the extended care pick up location by 9am each morning to pick up campers

-AFTERNOON EXTENDED CARE: A staff person from each camp needs to bring all afternoon extended care campers to the extended care location at 3pm. .

-If you are unsure whether or not a child belongs in extended care, please contact City staff.

Rosters and Attendance/Roll Call:

-Rosters are available prior to the start of camp by calling the front desk at (703) 248-5077.

-The Monday morning of your camp week: If your camp is located at the Falls Church Community Center, your roster will be placed at the front desk. If your camp is located offsite, the staff person traveling with the campers will have your roster.

-If you require waivers and there is a waiver missing, please call us at (703) 248-5077 so that we may fax or e-mail it to you.

-Camps will be required to have campers sign in and out daily. The signed sheets should be submitted weekly to the City. Staff should conduct a roll call hourly. Sign in sheets can be provided to you with your roster upon request.

-The Contractor is responsible for assuring that all campers have been picked up by their parents or individuals designated by the parents or guardian prior to departure from the camp each day. If any problem arises concerning pick up of campers by parents or designated driver, the Contractor must contact Recreation & Parks Department staff immediately at (703) 248-5077.

Staff Expectations:

-Staff should be mindful of the experience of the camper at all times. Please keep a watch for children who are bullying/being bullied, name calling and teasing. These are prime reasons why a child's camp experience is ruined and families withdraw from camp.

-Smoking is prohibited on school property. Staff should never smoke in the view of campers. Staff cannot leave the campsite for a cigarette break if it creates a ratio that exceeds 1 staff person per 10 campers.

-Staff should never be on their cell phone during camp hours. Although you might still be with your campers, if you are on a cell phone, you are not actively watching your campers and you are therefore removed from the staff to camper ratio and can create a liability.

-Staff should always be mindful of their actions and set an example to campers. Staff should never swear or talk about inappropriate topics while at camp.

-No photos of campers may be posted on the internet including social websites such as facebook, etc.

-Clothing should always be appropriate and should never be revealing. Our policy is that bottoms should be no shorter than the length of the wearer's fingertips when hanging by their side. No part of anyone's stomach section should be showing. No clothing exhibiting offensive or obscene symbols or that promotes violence, drugs, alcohol or tobacco may be worn. Staff should refrain from wearing cut-off jeans and clothing with holes.

Injuries/Emergencies and First Aid:

-The contractor must have a staff member certified in CPR and first aid on site during camp hours.

-The contractor must have a first aid kit on site at all times (including camps that are located at the Falls Church Community Center). Key components that should be included are band aids, ice packs, alcohol cleaning wipes, and antibiotic ointment.

-All camps should have an injury form to be completed when a child gets hurt. As a rule of thumb, if you have to apply an ice pack, complete an injury form. A copy of the injury form needs to be submitted to Amy Maltese, Camp Coordinator the day the injury occurs. The form can be given to the afternoon extended care bus driver to be dropped off at the community center. You may use our form if you would like.

-In the event a child gets injured at camp, you **must** notify a parent/guardian in a timely fashion. For any injury in which you contact a parent, you must also notify camp coordinator, Amy Maltese.

After Camp:

-Contractors must submit an invoice in order for the City to process payment.

-Contractors must provide Camp Coordinator, Amy Maltese with the week's attendance sheet every Friday.

Please understand that the City of Falls Church has a 100% satisfaction policy. Parents have the right to withdraw their child from a camp that they find to be unsatisfactory. These families will be given a full refund and we strongly encourage all contractors to agree to the full refund for these families.

Contact Information:

Front Desk: (703) 248-5077
Amy Maltese, Camp Coordinator: (703) 248-5307
Debbie Wright, Program Supervisor: (703) 248-5137
Jenny Elmore, Senior Program Supervisor: (703) 248-5199
Daniel Schlitt, Deputy Director: (703) 248-5150

THANK YOU!